

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

In re:)	Case No. 2:23-bk-52859
)	
S&G HOSPITALITY, INC., et al.,¹)	Chapter 11
)	
Debtors.)	Judge Nami Khorrami.
)	(Jointly administered)

NOTICE OF FILING OF CERTAIN EXHIBITS TO FIRST AMENDED JOINT PLAN OF REORGANIZATION OF S&G HOSPITALITY, INC. AND ITS DEBTOR SUBSIDIARIES
[Re: Docket No. 368]

On February 3, 2025, the above-captioned Debtors and Debtors in Possession filed the *First Amended Joint Plan of Reorganization of S&G Hospitality, Inc. and Its Debtor Subsidiaries, dated as of February 3, 2025* (Docket No. 368) (as it may be amended, the “**Plan**”). The Plan was not originally filed with the proposed Exhibits. The Debtors hereby are filing copies of the following Exhibits to the Plan:

Exhibit I.A.37 – Copy of Fixed Renovation Cycle Management Plan;

Exhibit I.A.58 – Form of New Secured Promissory Note;

Exhibit II – Identification of Claims in Each Class;

Exhibit IV.C.1.a – Code of Regulations of Reorganized S&G Hospitality, Inc.;

Exhibit IV.C.1.b – Operating Agreements for Reorganized Buckeye Lodging LLC, Lancaster Hospitality LLC, and Sunburst Hotels, LLC;

Exhibit IV.D.1 – Retained Actions;

Exhibit V.A – List of Assumed Executory Contracts; and

Exhibit V.C – List of Rejected Executory Contracts.

¹ The Debtors and the last four digits of their federal tax identification numbers are as follows: S&G Hospitality, Inc. (4566), Buckeye Lodging, LLC (6047), Lancaster Hospitality, LLC (8830), and Sunburst Hotels, LLC (0374).

The Debtors reserve the right to amend, revise, or supplement these Exhibits and to file the remaining exhibits to the Plan in the future.

Dated: March 3, 2025

Respectfully submitted,

/s/ David A. Beck

David A. Beck (0072868)
CARPENTER LIPPS LLP
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COUNSEL FOR DEBTORS AND
DEBTORS IN POSSESSION

CERTIFICATE OF SERVICE

I hereby certify that on March 3, 2025 in accordance with the *Order Establishing Limited Notice and Service Procedures* (Docket No. 120) a copy of the *Notice of Filing of Certain Exhibits to the First Amended Joint Plan of Reorganization of S&G Hospitality, Inc. and Its Debtor Subsidiaries* was served electronically on the date of filing through the Court's ECF system on all ECF System on all ECF participants registered in this case at the email address registered with the Court and by email on the parties on the Master Service List identified below as receiving service by email.

Parties Served By Email

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/s/ David A. Beck

One of the Counsel for Debtors
and Debtors in Possession

S&G Plan Exhibit I.A.37

[Copy of Fixed Renovation Cycle Management Plan]

FRCM Scope: Soft

Inn Code: LHQOH
 Hotel Name: Lancaster, OH
 FRCM Notification Date: 4/5/2024
 FRCM Design Approval Due Date: 12/31/2025
 FRCM Renovation Due Date: 12/31/2026
 Prepared By: Sean Sanders
 Renovation Number: RENO-002300



LOBBY AREA

ENTRANCE / VESTIBULE	Notes
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Wall Finishes (VWC, Paint)	Replace	✓	
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LOBBY	Notes
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Carpet, Pad, & Base	Replace	✓	
Wall Finishes (VWC, Paint)	Replace	✓	
Window Treatments (Drapery, Sheers)	Replace	✓	
Artwork / Decorative Accessories	Replace	✓	
Plug-in Lighting / Lamps	Replace	✓	
Upholstered Furniture & Decorative Pillows	Replace	✓	QA: Noted.
Banquettes	Reupholster	✓	
Dining Chairs & Bar Height Chairs	Replace	✓	QA: Noted.
Dining Tables (Laminate Tops)	Replace	✓	QA: Noted.
Dining Tables (Natural & Stone Tops)	Restore	✓	QA: Noted.
Millwork*	Restore	✓	
Casegoods†	Restore	✓	

REGISTRATION	Notes
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Carpet, Pad, & Base	Replace	✓	
Wall Finishes (VWC, Paint)	Replace	✓	
Millwork*	Restore	✓	QA: Noted.

MARKET / RETAIL	Notes
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Wall Finishes (VWC, Paint)	Replace	✓	
Millwork*	Restore	✓	

PUBLIC RESTROOMS

PUBLIC RESTROOMS	Notes
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Wall Finishes (VWC, Paint)	Replace	✓	
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FOOD & BEVERAGE

COMP FACILITIES	Notes
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Wall Finishes (VWC, Paint)	Replace	✓	
Millwork*	Restore	✓	
Casegoods†	Restore	✓	

MEETING FACILITIES

MEETING ROOMS	Notes
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Carpet, Pad, & Base	Replace	✓	
Wall Finishes (VWC, Paint)	Replace	✓	
Window Treatments (Drapery, Sheers)	Replace	✓	
Artwork / Decorative Accessories	Replace	✓	
Stack Chairs	Replace	✓	
Millwork*	Restore	✓	

BUSINESS CENTER	Notes
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Wall Finishes (VWC, Paint)	Replace	✓	
Task Chair	Replace	✓	
Millwork*	Restore	✓	

RECREATION FACILITIES Exhibit Page 3 of 4

FITNESS			Notes
Flooring & Base (Resilient, Rubber)	Replace	✓	
Wall Finishes (VWC, Paint)	Replace	✓	
Artwork / Graphics	Replace	✓	
Towel Storage Unit	Restore	✓	
Fitness Equipment - Cardio	Replace	✓	QA: Noted.

CIRCULATION

CORRIDORS & VENDING			Notes
Carpet, Pad, & Base	Replace	✓	QA: Noted.
Wall Finishes (VWC, Paint)	Replace	✓	QA: Noted.
Window Treatments (Drapery, Sheers)	Replace	✓	

GUEST LAUNDRY			Notes
Wall Finishes (VWC, Paint)	Replace	✓	

ELEVATOR LOBBIES			Notes
Carpet, Pad, & Base	Replace	✓	
Wall Finishes (VWC, Paint)	Replace	✓	
Artwork / Decorative Accessories	Replace	✓	

ELEVATORS			Notes
Carpet, Pad, & Base	Replace	✓	QA: Noted.

GUEST ROOMS / SUITES

BEDROOM / LIVING ROOM			Notes
Carpet, Pad, & Base	Replace	✓	
Wall Finishes (VWC, Paint)	Replace	✓	
Window Treatments (Drapery, Sheers, Roller Shades)	Replace	✓	
Artwork / Decorative Accessories	Replace	✓	
Mirrors	Replace	✓	
Plug-in Lighting / Lamps	Replace	✓	QA: Noted.
Upholstered Furniture & Decorative Pillows	Replace	✓	
Headboard Pad	Reupholster	✓	
Task Chair	Replace	✓	
Box Spring Covers & Accessible Bed Skirts	Replace	✓	
Valet Hanger	Add	✓	
Millwork*	Restore	✓	
Casegoodst	Restore	✓	QA: Noted.

BATHROOM			Notes
Wall Finishes (VWC, Paint)	Replace	✓	
Artwork / Decorative Accessories	Replace	✓	
Vanity Base	Restore	✓	

OTHER

BRAND PROGRAM ELEMENTS			Notes
Update wall graphic at front desk	Replace	✓	
Update wall graphic in entrance / vestibule	Replace	✓	
Install wall mounted valet in guest rooms	Add	✓	

Hampton Inn by Hilton FRCM DISCLAIMERS:

FRCM Scope is not inclusive of all tasks and replacements that may be required as part of a renovation, including:

1. All items currently graded by QA for Condition are the responsibility of the hotel to address.
2. The hotel must follow the current Hilton Global Design Services Approval Process, including the acquisition of a design professional, prior to commencing any renovation of guest-facing areas.
3. Consultation of the appropriate Brand Design Guide and/or Renovation Guide, available at designinformation.hilton.com, is recommended to assist with design direction and planning.
4. Coordination of pre-existing surfaces and furnishings must align with updated decor. Additional items may need to be addressed beyond the FRCM Scope to create a coordinated final presentation.
5. Surrounding area painting (i.e., door trim, doors, cornices, ceilings) are expected as part of routine maintenance and will need to coordinate with any new decor.
6. Switches, outlets, and covers are expected to be replaced at the appropriate time to maintain a "like-new" presentation.
7. FRCM does not address fire, life safety or ADA requirements, which remain the responsibility of the hotel to be current.
8. FRCM does not address the following areas. These remain the responsibility of the hotel to maintain in good condition:
 - Back-of-house
 - Stairwells
 - Pool Area
 - Exterior, Sidewalks, Porte Cochere, Landscaping
 - Doors / Door Hardware
 - Windows
 - Mechanical, PTACs/VTACs, Chillers
 - Ceiling Tile
 - Recessed Lighting Fixtures
 - Kitchen, Guest Laundry, & Retail Refrigeration Equipment
 - Meeting Room Projection and Sound Systems
9. Televisions, Fitness Equipment, and Mattresses each have their own replacement cycles per Brand Standards. They may be included in the FRCM Scope if they are past-due or due for replacement at the time of the renovation. The requirements will continue to be tracked by QA if off-cycle with FRCM and remain the responsibility of the hotel to be current.
10. Hilton defines the following terms as such. Please consult your AD&C Project Manager for further details:
 - Add: install a new item.
 - Convert: transform to a new function.
 - Expand: make larger or more extensive.
 - Reimage: create a new visual design of the item by replacing or fixing damaged areas, and then painting, staining, professionally refinishing, or recladding surfaces to be cohesive with other items.
 - Remove: eliminate the item.
 - Repair: return the item to its original condition by replacing or fixing damaged areas.
 - Replace: remove the item and change with a new item.
 - Restore: return the item to its original finish/condition by replacing or fixing damaged areas; removing scratches, dents, and water marks; and/or professionally refinishing surfaces.
 - Reupholster: update the item with a new cover material (and refill if needed) to bring to its original condition.

*Millwork includes all affixed solid furniture/finishes, including all columns, walls, bases, cabinets, counters, buffets, built-ins, wetbars/sinks, the front desk, and similar items.

†Casegoods includes all moveable solid furniture, including all tables, credenzas, consoles, buffets, backsplashes, headboards, nightstands, dressers, desks, and similar items.

**Accessories for Public Restrooms include all required items per Brand Standard 2503.00. H.

S&G Plan Exhibit I.A.

[Form of e Sec red Promi ory ote]

AM E A R E S A E S E C R E
P R M I S S R E

\$11,000,000

Columbus, Ohio
[DATE MADE]

FOR VALUE RECEIVED, C E E G I G C, an Ohio limited liability company (“*Buckeye*”), A C A S E R S P I A I C, an Ohio limited liability company (“*Lancaster*”), and S R S E S C, an Ohio limited liability company (“*Sunburst*”), collectively as maker, each having its principal place of business at 5955 E. Dublin Granville Road, New Albany, OH 43054 (collectively, “*Maker*”), hereby unconditionally promises to pay to the order of R S S C M M P C

C, as lender, having an address at [HOLDER ADDRESS] (together with its successors and/or assigns, “*Holder*”), or at such other place as the holder hereof may from time to time designate in writing, the principal sum of ELEVEN MILLION AND NO/100 DOLLARS (\$11,000,000.00), in lawful money of the United States of America, with interest thereon to be computed from the date of this Promissory Note (this “*Note*”) at the rate of FIVE AND ONE HALF PERCENT (5.5%) per annum, in monthly installments as to fully satisfy the principal balance and interest within a term of three hundred sixty (360) months, to be paid in accordance with the terms of this Note.

This Note is made pursuant to that *First Amended Joint Plan of Reorganization of S&G Hospitality, Inc. and its Debtor Subsidiaries*, Case No. 2:23-bk-52859, United States Bankruptcy Court, Southern District of Ohio, Eastern Division (the “*Plan*”) and order of the Court approving the Plan dated [ORDER DATE]. This Note amends and restates in its entirety that certain Promissory Note made by Sunburst, Buckeye, and Lancaster payable to the order of Jefferies Loancore LLC in the amount of \$11,550,000.00 dated as of February 27, 2015, as assigned. All capitalized terms not defined herein shall have the respective meanings set forth in the Plan.

Maker hereby recognizes that the installment payments under this Note are insufficient to pay the outstanding principal and that a balloon payment shall be due at the end of the term of this Note if not fully satisfied before the end of the term.

A R I C L E S E C R I T I E S

This Note is secured by: (a) a mortgage recorded as Franklin County, Ohio Instrument Number 201503020025426, as assigned, for the real property owned by Sunburst at 7500 Vantage Drive, Columbus, Ohio 43235 (“*Quality Inn North*”); (b) an assignment of leases and rents recorded as Franklin County, Ohio Instrument Number 201503020025427, as assigned, for rents related to the Quality Inn North; (c) a mortgage and assignment of rents recorded as Franklin County, Ohio Instrument Number 201503020025422, as assigned, for the real property owned by Buckeye at 5125 Post Road, Dublin, OH 43017 (“*Red Roof Dublin*”); (d) a mortgage recorded as Fairfield County, Ohio Instrument Number 20150003290, as assigned, for the real property owned by Lancaster at 2041 Schorway Drive NW, Lancaster, OH 43130 (“*Hampton Inn Lancaster*”); (e) an assignment of leases and rents recorded at Fairfield County, Ohio Instrument Number 20150003291, as assigned, for rents related to the Hampton Inn Lancaster; and (f) certain UCC statements filed by Jefferies Loancore LLC against Buckeye, Lancaster, and Sunburst as assigned. Those mortgages against the Quality Inn North, the Red Roof Dublin, and the Hampton Inn Lancaster, along with all assignments of rent and fixtures therefore, and the collateral covered by the UCC statements are referred to collectively herein as the “*Property*”. The covenants of the mortgages given to secure the payment of this Note are hereby made a part of this instrument as if fully written herein.

A R I C L E P A M E N T S

Maker agrees to pay the principal sum of this Note and interest on the unpaid principal sum of this Note and all other amounts due under this Note from time to time outstanding, at the rate and time specified herein, beginning [FIFTH DAY OF THE MONTH IMMEDIATELY FOLLOWING THE EFFECTIVE DATE AS DEFINED BY THE PLAN], and continuing on the same day of each month thereafter for a period of sixty (60) months, where all outstanding principal and interest shall be due as indicated in Exhibit A, attached hereto and incorporated herein. Maker may pay any monthly installment in advance of the due date.

AR IC E 3 EFA A ACCE ERA I

So long as any obligations are outstanding hereunder, each of the following shall be considered an event of default under this Note (each, an “*Event of Default*”), and Maker shall give Holder five (5) days’ notice upon the occurrence of any such Event of Default.

- a. Maker’s failure to pay any installment on this Note when the same is due, or any part of such installment;
- b. Maker’s breach of any provision of the mortgages for the Property;
- c. Any permanent suspension or revocation of any license, accreditation, or regulatory approval required to conduct the business of Maker which would result in cessation of operations of the business
- d. Dissolution of or discontinuation of the active conduct of business of the Maker;
- e. A sale or other transfer of the ownership interest of Maker (by way of merger, consolidation, or other business combination or purchase of more than 50% of the membership interests of any of the foregoing);
- f. A transaction or series of transactions wherein Hampton Inn Lancaster generates less than \$5.5 million in net sale or refinance proceeds, and/or such proceeds are not allocated to the Hampton Inn Lancaster and \$5.5 million of those allocated sale or refinance proceeds are not used to pay down the outstanding principal of this Note.
- g. A transaction or series of transactions wherein Red Roof Dublin generates less than \$3.3 million in net sale or refinance proceeds, and/or such proceeds are not allocated to the Red Roof Dublin and \$3.3 million of those allocated sale or refinance proceeds are not used to pay down the outstanding principal of this Note.
- h. A transaction or series of transactions wherein Quality Inn North generates less than \$2.2 million in net sale or refinance proceeds, and/or such proceeds are not allocated to the Quality Inn North and \$2.2 million of those allocated sale or refinance proceeds are not used to pay down the outstanding principal of this Note.
- i. Failure by Maker to give Holder five (5) days’ notice of any of the foregoing Events of Default.

Upon the occurrence of an Event of Default and at any time and from time to time thereafter, in addition to any other rights or remedies available to it at law or in equity, Holder May take such action, without notice or demand, that Holder deems advisable to protect and enforce its rights against Maker and in and to the Property; including declaring the Note to be immediately due and payable (including unpaid interest), without notice or demand; and Maker hereby expressly waives any such notice or demand.

AR IC E SA I G S C A SE

Notwithstanding anything to the contrary contained herein: (a) all agreements and communications between Maker and Holder are hereby and shall automatically be limited so that, after taking into account all amounts deemed to constitute interest, the interest contracted for, charged or received by Lender shall never exceed the maximum non-usurious interest rate, if any, that at any time or from time to time may be contracted for, taken, reserved, charged or received on the indebtedness evidenced by this Note and as

provided for herein, under the laws of such State or States whose laws are held by any court of competent jurisdiction to govern the interest rate provisions of the obligation (the "*Maximum Legal Rate*"); (b) in calculating whether any interest exceeds the Maximum Legal Rate, all such interest shall be amortized, prorated, allocated and spread over the full amount and term of all principal indebtedness of Maker to Holder; and (c) if through any contingency or event, Holder receives or is deemed to receive interest in excess of the Maximum Legal Rate, any such excess shall be deemed to have been applied toward the payment of the principal of any and all then outstanding indebtedness of Maker to Holder, or if there is no such indebtedness, shall immediately be returned to Maker.

AR IC E RA C A GE

This Note may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Maker or Holder, but only by an agreement in writing signed by the party(ies) against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

AR IC E AI ERS

Maker and all others who may become liable for the payment of all or any part of the obligations hereunder do hereby jointly and severally waive present and demand for payment, notice of dishonor, notice of intention to accelerate, notice of acceleration, protest and notice of protest and non-payment and all other notice of any kind. No release of any security for the obligations hereunder or extension of time for payment of this Note or any installment hereof, and no alteration, amendment or waiver of any provision of this Note, shall modify, amend, waive, extend, change, discharge, terminate or affect the liability of Maker or any other person who may become liable for payment of all or any part of the obligations under this Note. No notice to or demand on Maker shall be deemed to be a waiver of the obligation of Maker or of the right of Holder to take further action without further notice or demand as provided for in this Note. If Maker is a partnership or limited liability company, the agreements herein contained shall remain in force and be applicable, notwithstanding any changes in the individuals or entities comprising the partnership or limited liability company, and the term "Maker" as used herein shall include any alternate or successor partnership or limited liability company, but any predecessor partnership or limited liability company and its partners or members (to the extent such partners or members have liability) shall not thereby be released from any liability. If Maker is a corporation the agreements contained herein shall remain in full force and be applicable, notwithstanding any changes in the shareholders comprising, or the officers and directors relating to, the corporation, and the term "Maker" as used herein, shall include any alternative or successor corporation, but any predecessor corporation shall not be relieved of liability hereunder. Nothing in the foregoing two sentences shall be construed as a consent to, or a waiver of, any prohibition or restriction or transfers of interests in such partnership, limited liability company a party to this Note.

AR IC E 7 RA SFER

Upon the transfer of this Note by Holder, Maker hereby waives notice of any such transfer, Holder may deliver all the collateral mortgaged, granted, pledged or assigned pursuant to the mortgages, assignments of rent, and UCC filings related to the Property, or any part thereof, to the transferee who shall thereupon become vested with all the rights herein or under applicable law given to Holder with respect thereto, and Holder shall thereafter forever be relieved and fully discharged from any liability or responsibility in the matter; but Holder shall retain all rights hereby given to it with respect to any liabilities and the collateral not so transferred.

AR IC E G ER I G A RIS IC I SER ICE F PR CESS

(a) THIS NOTE WAS NEGOTIATED IN THE STATE OF OHIO, AND MADE MY MAKER AND ACCEPTED BY HOLDER IN THE STATE OF OHIO, AND THE PROCEEDS OF THIS NOTE DELIVERED PURSUANT HERETO WERE DISBURSED FROM THE STATE OF OHIO, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN ALL RESPECTS, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS NOTE AND OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUCTED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF OHIO APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, EXCEPT THAT AT ALL TIMES THE PROVISIONS FOR THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIENS CREATED PURSUANT TO THE LOAN DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED ACCORDING TO, THE LAW OF THE STATE, COMMONWEALTH OR DISTRICT, AS APPLICABLE, IN WHICH THE PROPERTY IS LOCATED, IT BEING UNDERSTOOD THAT, TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, COMMONWEALTH OR DISTRICT, AS APPLICABLE, THE LAW OF THE STATE OF NEW YORK SHALL GOVERN THE CONSTRUCTION, VALIDITY AND ENFORCEABILITY OF ALL LOAN DOCUMENTS AND THE OBLIGATIONS UNDER THIS NOTE. TO THE FULLEST EXTENT PERMITTED BY LAW, MAKER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVED ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS NOTE, AND THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO.

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST HOLDER OR MAKER ARISING OUT OF OR RELATING TO THIS NOTE SHALL BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN FRANKLIN COUNTY, OHIO AND MAKER WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND BORROWER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING.

AR IC E AI ER F R RIA

MAKER AND HOLDER HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OR RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY MAKER AND HOLDER AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EITHER PARTY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY THE OTHER.

AR IC E S CCESS RS A ASSIG S

This Note shall be binding upon, and shall inure to the benefit of Maker and Holder and their respective successors and permitted assigns. Holder shall the right to assign or transfer its rights under this Note in connection with any assignment of the obligations under this Note. Any assignee or transferee of Holder shall be entitled to all the benefits afforded to Holder under this Note. Except as provided herein for a sale or refinance of the obligations in compliance with Article 3, paragraphs (f) – (h) hereof, Maker shall not have the right to assign or transfer its rights or obligations under this Note without the prior written consent of Holder, and any attempted assignment without such consent shall be null and void.

AR IC E ICES

All notices or other written communication hereunder shall be delivered as follows:

If to Holder:

With a copy to:

If to Maker:

Buckeye Lodging LLC, Lancaster Hospitality, LLC, Sunburst Hotels, LLC

With a copy to:

AR IC E I A SE ERA IA I I

If Maker consists of more than one person, the obligations and liabilities of each such person constituting Maker hereunder and under the Property shall be joint and several.

AR IC E 3 ER IGA I S

In the event of any potential refinance or sale in compliance with in compliance with Article 3, paragraphs (f) – (h) hereof, Holder shall submit a payoff amount within three (3) business days of any written request therefor and shall submit a release of mortgage to be held in escrow by the title agent within five (5) business days of a written request therefor.

AR IC E SI ESS P RP SE

The undersigned, in addition to other consideration, hereby avers that in incurring the within obligation, Maker is engaged in a business purpose and is currently so engaged with respect to this transaction.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, Maker has duly executed this Note as of the day and year first written above.

BUCKEYE LODGING, LLC
an Ohio limited liability company

By: _____
Its: _____

LANCASTER HOSPITALITY, LLC
an Ohio limited liability company

By: _____
Its: _____

SUNBURST HOTELS, LLC
an Ohio limited liability company

By: _____
Its: _____

S&G Plan Exhibit II

[Identification of Claim in Each Cla]

Class 1 - Priority Claims

Debtor	Proof of Claim Number in that case	Date Filed	Scheduled Claim Number (if no Proof of Claim filed)	Creditor Name	Asserted Priority Amount	Is portion of claim in another class?	Mailing Street Address	City	State	Zip
d				r r r r	r			d		
r				r r r r	r			d		
r				r r r r	r			d		

Class 3A and 3B - RSS Claims

Debtor	Proof of Claim Number in that case	Date Filed	Scheduled Claim Number (if no Proof of Claim filed)	Creditor Name	Asserted	Asserted	Mailing Street Address	City	State	Zip
					Secured Amount	Unsecured Amount				
d				MM			d	M		
r				MM			d	M		
r				MM			d	M		

Class 4 Itria Claims

Debtor	Proof of Claim Number in that case	Date Filed	Scheduled Claim Number (if no Proof of Claim filed)	Creditor Name	Asserted Secured Amount	Asserted Unsecured Amount	Mailing Street Address	City	State	Zip
				r r			r r r	r	M	
d				r r			r r	r	M	
r				r r			r r	r	M	
r				r r			r r	r	M	

Class 5 SBA Claims

Debtor	Proof of Claim Number	Date Filed	Scheduled Claim Number (if no Proof of Claim filed)	Creditor Name	Asserted Secured Amount	Asserted Unsecured Amount	Mailing Street Address	City	State	Zip
r				d r			r			

Class 6- General Unsecured Claims

Debtor	Proof of Claim Number	Date Filed	Scheduled Claim Number (if no Proof of Claim filed)	Creditor Name	Unsecured Amount	Is portion of claim in another class?	Mailing Street Address	City	State	Zip
r				r			r r	r		

Class 7 - Convenience Claims

Proof of Claim Number	Date Filed	Scheduled Claim Number (if no Proof of Claim filed)	Creditor Name	Unsecured Amount	Is portion of claim in another class?	Mailing Street Address	City	State	Zip
r			d r r			r r	r		
			r d			r d r	r d		M
			r r d r r			M r			
			r r			d r r r	r		
			r r			r r r	r r		
d			r r			d r			
d			r r r r						
d			r r r r		r r		d		
d			r r r				r		
d			r			r	r		
d			r r	M	d		r r r		
d			r r			d r	rd		M
d			r r				rd		
r			r r			r	r r		
r			r r r r		r r		d		
r			r			r r	r		
r			r				r r		
r			r				d		
r			r r			d	r r		
r			r r r r				r		
r			r r r r						
r			r d d r d		d		rd		
r			r			M r	r		
r			dr			r			r
r			M d r				r		
r			M d M d				r		
r			r			d r	rd		M
r			r						
r			d						
r			d r r r						
r			r M						
r			r r				r r		
r			r r r r						
r			r		r r		d		

Class 7 - Convenience Claims

r d r
r M d
r M d r r r
r d r r r r r
r r r r r r
r r d M d rd
r M d r r
r dr r r r r r
r r r r d r d M
r d r r d

Proof of Claim Number	Date Filed	Scheduled Claim Number (if no Proof of Claim filed)	Creditor Name	Unsecured Amount	Is portion of claim in another class?	Mailing Street Address	City	State	Zip
r				d d		r			
				d d		r			
r				d d		r			

Class 9 - Intercompany Claims

Debtor	Proof of Claim Number	Date Filed	Scheduled Claim Number (if no Proof of Claim filed)	Creditor Name	Unsecured Amount	Is portion of claim in another class?	Mailing Street Address	City	State	Zip
				r	d d		rr		r	
				r	d d		r			
				r	d d		rr		r	

Class 10 - Hilton Claims

Debtor	Proof of Claim Number	Date Filed	Scheduled Claim Number (if no Proof of Claim filed)	Creditor Name	Unsecured Amount	Is portion of claim in another class?	Mailing Street Address	City	State	Zip
r				r d			r r r	r		

S&G Plan Exhibit I .C. .b

[Operating Agreement for Reorganized c eye odging C anca ter o pitality
C and S nb r t otel C]

AME E A RES A E
EC ARA I FS E MEM ER F
C E E GI G C
an Ohio Limited Liability Company

MEM ER S&G o pitality Inc., an Ohio corporation (the “Member”)
E C MPA c eye odging C (the “Company”)
EFFEC I E A E (the “Effective Date”)

The Company was formed as a single member limited liability company under Chapter 1705 of the Ohio Revised Code, as superseded by Chapter 1706 of the Ohio Revised Code, as amended from time to time (the “Ohio LLC Act”), and will be governed and operated accordingly. On November 7, 2012, an authorized representative filed the Articles of Organization (the “Articles”) with the Ohio Secretary of State, which completed the steps necessary to form the Company. The Member made an amended and restated limited liability declaration as of January 1, 2015 (the “Previous Declaration”). Now, the Member makes this “Declaration” to amend and restate in its entirety the Previous Declaration, and govern the organization and operation of the Company’s business, to be effective as of the Effective Date provided above.

I. General Provi ion .

A. P rpo e. The Company has been formed for the purpose of engaging in and taking any and all lawful acts concerning any and all lawful businesses for which limited liability companies may be organized pursuant to the Ohio LLC Act.

. **ame.** The Company will carry on business under the name stated above, or under such other name as the Member determines, from time to time.

C. Principal ffice. The principal office of the Company will be at 5125 Post Road, Dublin, Ohio 43017, unless and until the Member determines otherwise.

. **Member hip Intere t.** The Company shall be authorized to issue a single class of Membership Interest (as defined in the Ohio LLC Act) (the “Membership Interest”, including any and all benefits to which the holder of such Membership Interest may be entitled in this Declaration, together with all obligations of such person to comply with the terms and provisions of this Declaration).

E. Capital Contrib tion. The Member has made an initial capital contribution of \$100.00 cash to the Company in exchange for its Membership Interest. The Member may contribute such additional cash or property to the capital of the Company as the Member may from time to time decide, but the Member shall have no obligation to contribute or otherwise to transfer to the Company any cash or non-cash property for any other reason. The Member’s liability for

the obligations of the Company as the sole Member and its manager shall be limited to the value of the capital contribution.

F. **Stat tory Agent.** The Company's statutory agent shall be maintained as required by Section 1706.09 of the Ohio LLC Act. It may be changed at the discretion of the Member.

II. **i trib tion and Allocation .**

A. **i trib tion .** The Member may cause the Company to distribute any cash held by it which is not reasonably necessary for the operation of the Company to the Member at any time. Upon the occurrence of an event set forth in Article VII hereof, the Member shall be entitled to receive, after paying or making reasonable provision for all of the Company's creditors to the extent required by Section 1706.475 of the Ohio LLC Act, the remaining funds of the Company.

. **Allocation .** All the profits, losses, income, gains, deductions, credits or similar items of the Company are allocated solely in the Member, absent a contemporaneous or subsequent written declaration of the Member to the contrary.

III. **Management A thority.**

A. **Re erved to Member.** The Company shall be managed by the Member, who may act on behalf of the Company with or without a meeting and regardless of any financial interest the Member may have in such action. For convenience, to demonstrate the Member's authority to third parties, the Member adopts the title of Managing Member of the Company. Subject to the Ohio LLC Act, the Articles and this Agreement, the Member shall have authority to do every act consistent with the law. The Member shall have all powers and duties as set forth in the Ohio LLC Act. No person shall have any duty or obligation to inquire into the authority or power of the Member regarding the Member's actions on behalf of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for imposing liability on the Member for liabilities, debts and obligations of the Company solely for being the sole Member of the Company, or for being the Managing Member of the Company.

. **Agent .** The Member may designate in writing any agent(s) who will have actual authority as the Member determines, and will serve at the Member's pleasure. Unless provided otherwise in writing, such agents' authority will be non-exclusive and the Member will retain full concurrent authority with respect thereto.

I . **ran fer of Member hip Intere t.**

A. **Permitted ran feree .** The Member may assign all or any part of its Membership Interest (an assignee of such Membership Interest is hereinafter referred to as a "Permitted Transferee"). The Member has the authority to give a Permitted Transferee the right to be admitted

as a substituted member upon such assignment and Permitted Transferee's agreement in writing to assume all obligations of the transferring Member as a Member under, and to be bound by, this Agreement, to the extent of the transferred Membership Interest. The following transferee(s) shall be Permitted Transferees who have been given the right to become substituted members by the Member upon assignment in accordance with this Section IV(A):

1. Dissolution of a Partnership, Limited Liability Company, Corporation.

Upon the dissolution of a partnership, limited liability company, corporation, or other entity that is a member, or the revocation of the charter of a corporation that is a member, the transferee(s) of such entity's Membership Interest by reason of such dissolution or revocation.

In any event where more than one person admitted as a member, such members shall endeavor to promptly adopt an appropriate operating agreement.

. Withdrawal. The Ohio LLC Act provides for the automatic dissociation of a member upon the occurrence of certain events listed at Sections 1706.411 (C) and (D), the occurrence of such events shall not cause the withdrawal of a member.

. Accounting Method.

A. Accounting Method. The Company will adopt a method of accounting in compliance with the requirements of the Internal Revenue Code.

. Calendar. The Company adopts a calendar year for financial accounting and tax purposes.

C. Disregarded Status. Absent a future written declaration of the Member or agreement with the Member to the contrary, the Company intends to qualify for federal taxation as a sole proprietorship, disregarding the entity as separate from its owner for purposes of federal taxation only, and has relied on such tax treatment in accordance with the default provisions of Treas. Reg. section 301.7701-1. The Company will take the action necessary to provide similar state and local treatment, to the extent available. The Member and the Company intend that the terms and undertakings of the Declaration be construed liberally in favor of this expressed intent.

I. Indemnification. It is the Company's intention to and it hereby agrees to indemnify the Member and agents for their conduct, to the fullest extent possible under the Ohio LLC Act. In addition, it is the Company's intention, and it hereby agrees to pay for or reimburse the reasonable expenses (including attorney fees, judgments, fines, and amounts paid in settlement) ("Expenses") to the fullest extent possible under the Ohio LLC Act. The indemnification and reimbursement of Expenses authorized herein shall not be exclusive to any other rights to which any person may be entitled.

II. Voluntary Dissolution. The Company will dissolve only upon the occurrence of any of the following events:

A. **Agreement.** The dissolution of the Company by the Member;

. **Judicial dissolution.** The entry of a decree of judicial dissolution under Section 1706.47 of the Ohio LLC Act.

III. **Miscellaneous Provision.**

A. **Choice of law.** This Declaration for all purposes shall be construed under and governed by the laws of the State of Ohio.

. **Successor Assignment.** The term and provisions of this Declaration inure to the benefit of, are binding upon and are enforceable by the heirs, personal representatives, successors and assigns of the Member and the Company.

C. **Right and Remedies.** Nothing express or implied in this Declaration is intended or is to be construed to confer upon or give to any person or entity (other than the Member or the Member's successors-in-interest, if any, in accordance with the provisions of this Declaration), any rights or remedies hereunder or by reason hereof.

. **Additional Interest.** Unless otherwise provided by the Member, the terms and conditions of this Declaration shall apply to any Membership Interest in the Company now owned or hereafter acquired by the Member. The Member hereby agrees that the Company shall not, and this Declaration does prohibit the issuance of non-voting equity securities in the Company. No non-voting Membership Interests in the Company shall be issued.

E. **Securities Disclosure.** The Member represents to the Company that the Member has purchased or holds its membership interest in the Company for long-term investment purposes and not for resale, and intends to hold such membership interest for investment for the Member's own account and does not intend to dispose of such membership interest or any part thereof or any interest therein. THE MEMBER REPRESENTS TO THE COMPANY THAT THE MEMBER IS AWARE THAT ITS MEMBERSHIP INTEREST WAS NOT REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY APPLICABLE STATE SECURITIES LAWS, AND THAT THE MEMBER MAY NOT SELL OR OTHERWISE TRANSFER ALL OR ANY PART OF ITS MEMBERSHIP INTEREST EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND ALL APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO APPLICABLE AND PERFECTED EXEMPTIONS THEREFROM.

F. **Meeting.** Except as otherwise required by the Ohio LLC Act, (a) the Company will not be required to hold meetings of the Member; and (b) if a meeting of the Member is required or desired, any action which may be authorized or taken at such meeting, may be authorized or taken without a meeting in a writing or writings signed by the Member.

G. Third Party Beneficiary. The provisions of this Declaration are intended only for the regulation of the relations between the Member and the Company and are not intended for the benefit of nonmember creditors and does not grant any rights to, or confer any benefits on, nonmember creditors or any other person who is not a member of the Company.

IN WITNESS WHEREOF the Member has made this Declaration effective the day and year first written above.

MEMBER

S&G SPIA INC.

v _____

AME E A RES A E
EC ARA I FS E MEM ER F
A CAS ER SPI A I C
an Ohio Limited Liability Company

MEM ER S&G o pitality Inc., an Ohio corporation (the “Member”)

E C MPA anca ter o pitality C (the “Company”)

EFFEC I E A E (the “Effective Date”)

The Company was formed as a single member limited liability company under Chapter 1705 of the Ohio Revised Code, as superseded by Chapter 1706 of the Ohio Revised Code, as amended from time to time (the “Ohio LLC Act”), and will be governed and operated accordingly. On January 16, 2015, an authorized representative filed the Articles of Organization (the “Articles”) with the Ohio Secretary of State, which completed the steps necessary to form the Company. The Member made a limited liability declaration as of January 16, 2015 (the “Previous Declaration”). Now, the Member makes this “Declaration” to amend and restate in its entirety the Previous Declaration, and govern the organization and operation of the Company’s business, to be effective as of the Effective Date provided above.

I. General Provi ion .

A. P rpo e. The Company has been formed for the purpose of engaging in and taking any and all lawful acts concerning any and all lawful businesses for which limited liability companies may be organized pursuant to the Ohio LLC Act.

. **ame.** The Company will carry on business under the name stated above, or under such other name as the Member determines, from time to time.

C. Principal ffice. The principal office of the Company will be at 5125 Post Road, Dublin, Ohio 43017, unless and until the Member determines otherwise.

. **Member hip Intere t.** The Company shall be authorized to issue a single class of Membership Interest (as defined in the Ohio LLC Act) (the “Membership Interest”, including any and all benefits to which the holder of such Membership Interest may be entitled in this Declaration, together with all obligations of such person to comply with the terms and provisions of this Declaration).

E. Capital Contrib tion. The Member has made an initial capital contribution of \$100.00 cash to the Company in exchange for its Membership Interest. The Member may contribute such additional cash or property to the capital of the Company as the Member may from time to time decide, but the Member shall have no obligation to contribute or otherwise to transfer to the Company any cash or non-cash property for any other reason. The Member’s liability for

the obligations of the Company as the sole Member and its manager shall be limited to the value of the capital contribution.

F. **Stat tory Agent.** The Company's statutory agent shall be maintained as required by Section 1706.09 of the Ohio LLC Act. It may be changed at the discretion of the Member.

II. **i trib tion and Allocation .**

A. **i trib tion .** The Member may cause the Company to distribute any cash held by it which is not reasonably necessary for the operation of the Company to the Member at any time. Upon the occurrence of an event set forth in Article VII hereof, the Member shall be entitled to receive, after paying or making reasonable provision for all of the Company's creditors to the extent required by Section 1706.475 of the Ohio LLC Act, the remaining funds of the Company.

. **Allocation .** All the profits, losses, income, gains, deductions, credits or similar items of the Company are allocated solely in the Member, absent a contemporaneous or subsequent written declaration of the Member to the contrary.

III. **Management A thority.**

A. **Re erved to Member.** The Company shall be managed by the Member, who may act on behalf of the Company with or without a meeting and regardless of any financial interest the Member may have in such action. For convenience, to demonstrate the Member's authority to third parties, the Member adopts the title of Managing Member of the Company. Subject to the Ohio LLC Act, the Articles and this Agreement, the Member shall have authority to do every act consistent with the law. The Member shall have all powers and duties as set forth in the Ohio LLC Act. No person shall have any duty or obligation to inquire into the authority or power of the Member regarding the Member's actions on behalf of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for imposing liability on the Member for liabilities, debts and obligations of the Company solely for being the sole Member of the Company, or for being the Managing Member of the Company.

. **Agent .** The Member may designate in writing any agent(s) who will have actual authority as the Member determines, and will serve at the Member's pleasure. Unless provided otherwise in writing, such agents' authority will be non-exclusive and the Member will retain full concurrent authority with respect thereto.

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as a substituted member upon such assignment and Permitted Transferee's agreement in writing to assume all obligations of the transferring Member as a Member under, and to be bound by, this Agreement, to the extent of the transferred Membership Interest. The following transferee(s) shall be Permitted Transferees who have been given the right to become substituted members by the Member upon assignment in accordance with this Section IV(A):

1. Dissolution of a Partnership, Limited Liability Company, Corporation.

Upon the dissolution of a partnership, limited liability company, corporation, or other entity that is a member, or the revocation of the charter of a corporation that is a member, the transferee(s) of such entity's Membership Interest by reason of such dissolution or revocation.

In any event where more than one person admitted as a member, such members shall endeavor to promptly adopt an appropriate operating agreement.

. Withdrawal. The Ohio LLC Act provides for the automatic dissociation of a member upon the occurrence of certain events listed at Sections 1706.411 (C) and (D), the occurrence of such events shall not cause the withdrawal of a member.

. Accounting Method.

A. Accounting Method. The Company will adopt a method of accounting in compliance with the requirements of the Internal Revenue Code.

. Calendar. The Company adopts a calendar year for financial accounting and tax purposes.

C. Disregarded Status. Absent a future written declaration of the Member or agreement with the Member to the contrary, the Company intends to qualify for federal taxation as a sole proprietorship, disregarding the entity as separate from its owner for purposes of federal taxation only, and has relied on such tax treatment in accordance with the default provisions of Treas. Reg. section 301.7701-1. The Company will take the action necessary to provide similar state and local treatment, to the extent available. The Member and the Company intend that the terms and undertakings of the Declaration be construed liberally in favor of this expressed intent.

I. Indemnification. It is the Company's intention to and it hereby agrees to indemnify the Member and agents for their conduct, to the fullest extent possible under the Ohio LLC Act. In addition, it is the Company's intention, and it hereby agrees to pay for or reimburse the reasonable expenses (including attorney fees, judgments, fines, and amounts paid in settlement) ("Expenses") to the fullest extent possible under the Ohio LLC Act. The indemnification and reimbursement of Expenses authorized herein shall not be exclusive to any other rights to which any person may be entitled.

II. Dissolution. The Company will dissolve only upon the occurrence of any of the following events:

A. **Agreement.** The dissolution of the Company by the Member;

. **Judicial dissolution.** The entry of a decree of judicial dissolution under Section 1706.47 of the Ohio LLC Act.

III. **Miscellaneous Provision.**

A. **Choice of law.** This Declaration for all purposes shall be construed under and governed by the laws of the State of Ohio.

. **Successor Assignment.** The term and provisions of this Declaration inure to the benefit of, are binding upon and are enforceable by the heirs, personal representatives, successors and assigns of the Member and the Company.

C. **Right and Remedies.** Nothing express or implied in this Declaration is intended or is to be construed to confer upon or give to any person or entity (other than the Member or the Member's successors-in-interest, if any, in accordance with the provisions of this Declaration), any rights or remedies hereunder or by reason hereof.

. **Additional Interest.** Unless otherwise provided by the Member, the terms and conditions of this Declaration shall apply to any Membership Interest in the Company now owned or hereafter acquired by the Member. The Member hereby agrees that the Company shall not, and this Declaration does prohibit the issuance of non-voting equity securities in the Company. No non-voting Membership Interests in the Company shall be issued.

E. **Securities Disclosure.** The Member represents to the Company that the Member has purchased or holds its membership interest in the Company for long-term investment purposes and not for resale, and intends to hold such membership interest for investment for the Member's own account and does not intend to dispose of such membership interest or any part thereof or any interest therein. THE MEMBER REPRESENTS TO THE COMPANY THAT THE MEMBER IS AWARE THAT ITS MEMBERSHIP INTEREST WAS NOT REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY APPLICABLE STATE SECURITIES LAWS, AND THAT THE MEMBER MAY NOT SELL OR OTHERWISE TRANSFER ALL OR ANY PART OF ITS MEMBERSHIP INTEREST EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND ALL APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO APPLICABLE AND PERFECTED EXEMPTIONS THEREFROM.

F. **Meeting.** Except as otherwise required by the Ohio LLC Act, (a) the Company will not be required to hold meetings of the Member; and (b) if a meeting of the Member is required or desired, any action which may be authorized or taken at such meeting, may be authorized or taken without a meeting in a writing or writings signed by the Member.

G. Third Party Beneficiary. The provisions of this Declaration are intended only for the regulation of the relations between the Member and the Company and are not intended for the benefit of nonmember creditors and does not grant any rights to, or confer any benefits on, nonmember creditors or any other person who is not a member of the Company.

I I ESS ERE F the Member has made this Declaration effective the day and year first written above.

MEM ER

S&G SPI A I I C.

v _____

AME E A RES A E
EC ARA I FS E MEM ER F
S RS E S C
an Ohio Limited Liability Company

MEM ER S&G o pitality Inc., an Ohio corporation (the “Member”)

EC MPA S nb r t otel C (the “Company”)

EFFEC I E A E (the “Effective Date”)

The Company was formed as a single member limited liability company under Chapter 1705 of the Ohio Revised Code, as superseded by Chapter 1706 of the Ohio Revised Code, as amended from time to time (the “Ohio LLC Act”), and will be governed and operated accordingly. On January 26, 2007, an authorized representative filed the Articles of Organization (the “Articles”) with the Ohio Secretary of State, which completed the steps necessary to form the Company. The Member made an amended and restated limited liability declaration as of January 1, 2015 (the “Previous Declaration”). Now, the Member makes this “Declaration” to amend and restate in its entirety the Previous Declaration, and govern the organization and operation of the Company’s business, to be effective as of the Effective Date provided above.

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the obligations of the Company as the sole Member and its manager shall be limited to the value of the capital contribution.

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. **Agent .** The Member may designate in writing any agent(s) who will have actual authority as the Member determines, and will serve at the Member's pleasure. Unless provided otherwise in writing, such agents' authority will be non-exclusive and the Member will retain full concurrent authority with respect thereto.

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as a substituted member upon such assignment and Permitted Transferee's agreement in writing to assume all obligations of the transferring Member as a Member under, and to be bound by, this Agreement, to the extent of the transferred Membership Interest. The following transferee(s) shall be Permitted Transferees who have been given the right to become substituted members by the Member upon assignment in accordance with this Section IV(A):

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Upon the dissolution of a partnership, limited liability company, corporation, or other entity that is a member, or the revocation of the charter of a corporation that is a member, the transferee(s) of such entity's Membership Interest by reason of such dissolution or revocation.

In any event where more than one person admitted as a member, such members shall endeavor to promptly adopt an appropriate operating agreement.

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. Accounting Method.

A. Accounting Method. The Company will adopt a method of accounting in compliance with the requirements of the Internal Revenue Code.

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C. Disregarded Status. Absent a future written declaration of the Member or agreement with the Member to the contrary, the Company intends to qualify for federal taxation as a sole proprietorship, disregarding the entity as separate from its owner for purposes of federal taxation only, and has relied on such tax treatment in accordance with the default provisions of Treas. Reg. section 301.7701-1. The Company will take the action necessary to provide similar state and local treatment, to the extent available. The Member and the Company intend that the terms and undertakings of the Declaration be construed liberally in favor of this expressed intent.

I. Indemnification. It is the Company's intention to and it hereby agrees to indemnify the Member and agents for their conduct, to the fullest extent possible under the Ohio LLC Act. In addition, it is the Company's intention, and it hereby agrees to pay for or reimburse the reasonable expenses (including attorney fees, judgments, fines, and amounts paid in settlement) ("Expenses") to the fullest extent possible under the Ohio LLC Act. The indemnification and reimbursement of Expenses authorized herein shall not be exclusive to any other rights to which any person may be entitled.

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A. **Agreement.** The dissolution of the Company by the Member;

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III. **Miscellaneous Provision.**

A. **Choice of law.** This Declaration for all purposes shall be construed under and governed by the laws of the State of Ohio.

. **Successor Assignment.** The term and provisions of this Declaration inure to the benefit of, are binding upon and are enforceable by the heirs, personal representatives, successors and assigns of the Member and the Company.

C. **Right and Remedies.** Nothing express or implied in this Declaration is intended or is to be construed to confer upon or give to any person or entity (other than the Member or the Member's successors-in-interest, if any, in accordance with the provisions of this Declaration), any rights or remedies hereunder or by reason hereof.

. **Additional Interest.** Unless otherwise provided by the Member, the terms and conditions of this Declaration shall apply to any Membership Interest in the Company now owned or hereafter acquired by the Member. The Member hereby agrees that the Company shall not, and this Declaration does prohibit the issuance of non-voting equity securities in the Company. No non-voting Membership Interests in the Company shall be issued.

E. **Securities Disclosure.** The Member represents to the Company that the Member has purchased or holds its membership interest in the Company for long-term investment purposes and not for resale, and intends to hold such membership interest for investment for the Member's own account and does not intend to dispose of such membership interest or any part thereof or any interest therein. THE MEMBER REPRESENTS TO THE COMPANY THAT THE MEMBER IS AWARE THAT ITS MEMBERSHIP INTEREST WAS NOT REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY APPLICABLE STATE SECURITIES LAWS, AND THAT THE MEMBER MAY NOT SELL OR OTHERWISE TRANSFER ALL OR ANY PART OF ITS MEMBERSHIP INTEREST EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND ALL APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO APPLICABLE AND PERFECTED EXEMPTIONS THEREFROM.

F. **Meeting.** Except as otherwise required by the Ohio LLC Act, (a) the Company will not be required to hold meetings of the Member; and (b) if a meeting of the Member is required or desired, any action which may be authorized or taken at such meeting, may be authorized or taken without a meeting in a writing or writings signed by the Member.

G. Third Party Beneficiary. The provisions of this Declaration are intended only for the regulation of the relations between the Member and the Company and are not intended for the benefit of nonmember creditors and does not grant any rights to, or confer any benefits on, nonmember creditors or any other person who is not a member of the Company.

IN WITNESS WHEREOF the Member has made this Declaration effective the day and year first written above.

MEMBER

S&G SPIA INC.

v _____

S&G Plan Exhibit I . . .

[Retained Action]

Plan Exhibit I . . . Retained Action

The following are the claims and causes of action are “Retained Actions” under the *First Amended Joint Plan of Reorganization of S&G Hospitality, Inc. and Its Debtor Subsidiaries* (the “Plan”) and are being retained by the Debtors or conveyed to the Litigation Trust if such a transfer is contemplated by under the Plan.

1. Claims related to Jeffries Loan. Unless the RSS Settlement is agreed to, all claims and causes of action belonging to the Debtors against any party related to: (a) the Debtors’ borrowing under the Loan Agreement by and among Sunburst Hotels, LLC, Buckeye Lodging LLC, and Lancaster Hospitality, LLC, on the one hand, and Jeffries Loancore LLC, on the other hand, dated as of February 27, 2015; (b) the Promissory Note dated as of February 27, 2015 by Sunburst Hotels, LLC, Buckeye Lodging LLC, and Lancaster Hospitality, LLC in favor of Jeffries Loancore LLC or its assigns; (c) the mortgages, security agreements, assignments of leases and rents, fixture filings, and UCC filings related to the loan referenced in (a) and/or the promissory note referenced in (b); (d) the assignments of the Promissory Note referenced in (b) or the mortgages, security agreements, assignments of leases and rents, fixture filings, and UCC filings in (c) above; (e) the servicing of the mortgage loan documented by the foregoing; (f) the various proofs of claim filed by RSS COMM 2015-PC1-OH BL, LLC; or (g) the conduct of RSS COMM 2015-PC1-OH BL, LLC in the Debtors’ bankruptcy cases.
2. Claims against Itria. Unless the Itria Settlement is agreed to, all claims and causes of action belonging to the Debtors against Itria, whether based on the financing provided by Itria to the Debtors or otherwise.
3. Insurance claims. All claims and causes of action belonging to the Debtors against Westfield Insurance or any other provider of insurance against the Debtors for failure to pay any claims that have been made, or may be made, based on the policies of insurance they have issued to the Debtors.
4. Tax Refunds. All claims that the Debtors might have for refunds of Taxes against any federal, state, or local taxing authority.
5. Other claims. Any other claims or causes of action that the Debtor have against any other party.

S&G Plan Exhibit .A

[i t of A med Exec tory Contract]

HIBI A - List of Assumed Security Contracts								
<u>Debtor Name</u>	<u>Schedule Number</u>	<u>Contract Name Description</u>	<u>Counterparty Name</u>	<u>1st Address Line</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Cure Amount</u>
d		r d r	r r		r r			
d		r r	r r	r r				
d		r r	d r	r				
d		r r	r	d	M	M		
r		r r	r	d	M	M		
r		r r d r	r r	r r	r r			
r		r r		r r				d
r		d r	d	d r				
r		r r	r	d	M	M		
r		r r	r r	r r				
r		r d r	r r		r r			
r		r r						
r		d r	d	r r				
r		r r	M		r r			

S&G Plan Exhibit V.C

[List of Rejected Executory Contracts]

HIBI C - list of Rejected Security Contracts							
<u>Debtor Name</u>	<u>Schedule Number</u>	<u>Contract Name Description</u>	<u>Counterparty Name</u>	<u>1st Address line</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
d		r r	M		r r		
d			M r r r	M d r			
r			M r r r	M d r			
r			M r r r	M d r			